

THE CITY OF KIRKLAND PARKS & COMMUNITY SERVICES
REQUEST FOR PROPOSAL (RFP)
2011
RECREATIONAL EXPERIENCE PROGRAMS

The Cities of Kirkland Parks and Community Services (KPCS) is now accepting proposals from contractors, consultants and vendors interested in operating a recreation program classes or services at one or more of our parks. Programs may be along the lines of bike rentals, sailing, boating, watercraft rentals, fitness activities, etc. at one or more of our outdoor park facilities in Kirkland, WA. Permits are awarded annually, and may be renewed up to three years, based on success and satisfaction for both parties.

It is the responsibility of the applicants to verify that adequate water and electrical service is available to support the equipment they intend to operate at a particular location. Any modifications or improvements to concession areas shall be at the sole expense of the successful bidder, and will require advance written approval from Kirkland Parks and Community Services staff.

In consideration for the right and privilege to conduct business within a City of Kirkland park, bidder must agree to pay KPCS a monthly payment or a percentage of gross monthly receipts will need to be defined within the proposal. The contractor will also be required to submit with each payment a signed statement attesting to the total gross receipts for said month. These statements must be made on a form provided by City of Kirkland Parks and Community Services.

A standard "Agreement for Concessions" with additional requirements is attached.

Proposals

All proposals must include the following

- Program(s) you intend to offer? Include location; days per week; hours of operations. What date do you intend to open and what date you intend to close?
- Present detailed information on the proposed fee schedule for the proposed program(s) and any variation for non-routine services, inclusive of Washington State sales tax and any other applicable governmental charges.
- Please provide a statement outlining how you will document and report revenues and expenditures. Please outline how the proposed payment schedule to the City of Kirkland will be structured. The standard percentage is 15% of gross receipts before sales tax.

Submittal Instructions

KPCS requests that all proposals be submitted on or before **4:00 p.m. on Friday, March 4th, 2011**. KPCS will evaluate and consider all proposals submitted as they are received. Additional proposal submittals will be accepted until August 31st 2011

Interested companies may apply at any time, at no cost, by visiting our website at www.ci.kirkland.wa.us (Click on "City Purchasing" under "Most Requested"). For questions, call 425-587-3380 or email mmetteer@ci.kirkland.wa.us.

City of Kirkland
Attn: Barry Scott – 2011 Recreation Experience Programs RFP
123 5th Ave
Kirkland, WA 98033

Emailed proposals should include "2011 Recreational Experience Programs RFP" in the subject line and be addressed to:

bscott@ci.kirkland.wa.us (Emailed proposals must be in MS Word or PDF format.)

Nondiscrimination

In accordance with Title VI of the Civil Rights Act of 1964, agencies hereby assure that no business or person shall, on the basis of race, color, national origin or sex, be excluded from participation in, be denied the benefits of, or be otherwise discriminated against under the agencies' programs, activities, or services. In addition, the selected contractor, with regard to the work performed during the contract, shall affirmatively support non-discrimination practices, including in the selection and retention of subcontractors and in the procurement of material and equipment.

Attachment A

AGREEMENT FOR CONCESSIONS

THIS AGREEMENT made and entered into this ____ day of _____, 20__, by and between the CITY OF KIRKLAND, a municipal corporation, hereinafter referred to as "City", and _____, hereinafter referred to as "Concessionaire."

WITNESSETH:

City hereby grants to Concessionaire the right, license, and privilege to operate a food and beverage concession at _____ in the manner and for the purpose hereinafter specified.

The following terms, conditions, and covenants shall govern this Agreement:

GRANT OF CONCESSION

Concessionaire is granted the right to operate a food and beverage concession. The concession shall be operated within the agreed concessions area of _____. Concessionaire's use of the designated area shall not be exclusive; such areas shall remain and be available for use by the City and public.

Concessionaire shall engage in the business of selling concessions for the following concessions; _____ and other approved merchandise.

Any other items must be approved by the Business Services Manager with at least 2 days notice. Concessionaire shall not engage in the rental of any merchandise, and Concessionaire shall not engage in any other business activity. Prices charged for items must be comparable and competitive with those generally charged in the area for similar items.

TERMS OF AGREEMENT

The terms of this agreement shall be for the period beginning _____, 20__ and ending _____, 20__, with an option by the City to extend this agreement to 20__.

LICENSING AND PERMIT REQUIREMENTS

Concessionaire shall, at its own expense, obtain all necessary licenses and permits for the operation hereunder from appropriate local, regional, state and federal agencies. Concessionaire shall apply and pay for a City business license. Any modifications or improvements to concession areas required by King County Public Health or the City of Kirkland Building Department or any modifications or improvements desired by the Concessionaire shall be installed at the sole expense of the Concessionaire and requires advance written approval from the Kirkland Parks and Community Services staff. It is the responsibility of the

Concessionaire to obtain all applicable permits needed to install the modifications or improvements. The modifications and improvements shall become the property of the City of Kirkland upon completion of installation; provided that the Concessionaire shall be entitled to utilize the modifications and improvements in accordance with this Agreement while this Agreement is in effect.

PAYMENT FOR CONCESSION

Concessionaire shall pay to the City on or before the 10th of each month an amount of _____ of Concessionaire's gross receipts from the preceding month for all operations hereunder. The term "receipts" means the entire receipts from concessions of every kind, whether on credit or for cash, from the business hereunder, not to include sales tax.

Should payment not be received on or before the 10th of each month; concessionaire agrees to pay a late fee equal to Twenty-Five and No/100 dollars (\$25.00) for each day late after the 10th of the month.

Concessionaire shall maintain an adequate set of bookkeeping records, from which the City may readily determine whether Concessionaire is making payments required hereunder. City may inspect and audit the books of account and records at all reasonable times; the time of such inspections and audit to be at the discretion of the City.

INDEPENDENT CONTRACTOR

It is understood and agreed that this is not a contract of employment and that the concessionaire is an independent entity with respect to the business hereunder. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties hereto. Any assistants or other help used by concessionaire are and shall be deemed the employees of concessionaire and in no manner employees of the City. The Concessionaire shall be responsible in full for any payment due its employees, including workers compensation and related costs.

INSURANCE

Contractor shall obtain and maintain for the duration of this agreement, policies of comprehensive general liability with combined single limits of not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate with an insurer having no less than a Best's rating of A VII and authorized to do business in the State of Washington. A \$2,000,000 products/completed operations aggregate is required for contractors that prepare food. The insurance policies shall be written on an occurrence basis. The City shall be named as an additional insured and a copy of the endorsement naming the City as an additional insured shall be attached to the Certificate of Insurance. Certificate of Insurance shall be filed with the City prior to vendor providing services.

HOLD HARMLESS/INDEMNIFICATION

Concessionaire shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of Concessionaire in the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

RULES GOVERNING CONCESSION OPERATION

Concessionaire may operate from _____ to _____. During all hours of operation, Concessionaire shall maintain on duty adequate personnel to comply with all terms and conditions of this agreement.

Concessionaire shall at all times keep area of business free of clutter and litter and messes (spills) related to business. All trash generated by Concessionaire's operation shall be collected and disposed of by Concessionaire.

Concessionaire shall not place any type of signage or advertisement of their activity without written permission from the City and appropriate permits are issued for such. Any expense for such signage or advertisement will be at Concessionaire's sole expense.

TERMINATION OF AGREEMENT

In the event Concessionaire breaches any term of this Agreement, or in the event Concessionaire violates any local, City, County, State or Federal laws applicable to its operations hereunder, the City may terminate this Agreement upon 10 days written notice to Concessionaire. However, the Parks Director may order Concessionaire to cease operations immediately at any time should the Parks Director determine such operations detrimental to public safety, health or welfare. In the event of termination, Concessionaire agrees the City shall have the right to dispose of all property used by Concessionaire in its operations not removed by Concessionaire before the termination date.

EXTENT OF AGREEMENT/MODIFICATION

This Agreement is the final and completely integrated Agreement between the parties regarding its subject matter and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may only be amended by written instrument properly signed by both parties.

SUCCESSORS AND ASSIGNS

The Concessionaire shall not assign, transfer, or otherwise dispose of this Agreement or any part of this Agreement without the written prior consent of the City.

NONDISCRIMINATION

Concessionaire shall, in employment made possible or resulting from this Agreement, ensure that there shall be no unlawful discrimination against any employee or applicant for employment in violation of RCW 49.60.180, as currently written or hereafter amended, or other applicable law prohibiting discrimination, unless based upon a bona fide occupational qualification as provided in RCW 49.60.180 or as otherwise permitted by other applicable law. Further, no person shall be denied or subjected to discrimination in receipt of the benefit of any services or activities made possible by or resulting from this Agreement in violation of RCW 49.60.215 or other applicable law prohibiting discrimination.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates written below:

CONCESSIONAIRE

CITY OF KIRKLAND

By: _____
Signature

by: _____
Signature